

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

MONCLER S.p.A.,

Plaintiff,

v.

**AJWA IMPEX; AL BUROOJ IMPEX;
AlexandriaX Store; All-in-One Store; AMAZING
Fashion Store; ARTIST INDUSTRY; Beijing
Divallino Garment Co., Ltd.; BERM GOODS;
BETA INTERNATIONAL PRIVATE LIMITED;
Broward Sports; Changsha Yangle Gift Co., Ltd.;
CHINKARA WEARS; ChunMian Store; Dalian
Suomeitesen International Trading Co., Ltd.;
Dongguan Baohui Textile Technology Co., Ltd.;
Dongguan Beijia Silicone Products Co., Ltd;
Dongguan Ouna Clothing Co., Ltd.; Dongguan
Ruike Industrial Co., Ltd.; Dongguan Topfly
Headwear&bag Co., Ltd.; Dongguan Tuozen
Garment Co., Ltd.; Dongguan Wallon Plastic
Product Limited; Dongguan Wuyousheng Clothing
Co., Ltd.; Dongguan Xuchang Clothing Co., Ltd.;
Dongguan Zhongxin Garment Accessories Co.,
Ltd.; Dream Kingdom Kids Store; Econex Sports;
EDGE APPERAL; FALCON ATTIRE; FANTICA
ENTERPRISES; FASHION ATTIRE; FIZAY
ENTERPRISES; Foshan Ruiniu Clothing Co.,
Ltd.; Foshan Welldo New Material Technology
Co., Ltd.; Fujian Goldwin Garment Co., Ltd.;
Fuzhou Gulou District Luqi Electronic Products
Firm; Fuzhou Taijiang District Celier
International Trade Co., Ltd.; Fuzhou Vibbon
Handicraft Co., Ltd.; Glamour House Store;
GRACE IMPEX; GRAMPUS APPARELS;**

SEALED

Civil Action No.

Jury Trial Demanded

**Guangdong Hongzhi Clothing Co., Ltd.;
Guangdong Yuanchuang Accessories Co., Ltd.;
Guangxi Sika Deer Sports Technology Co., Ltd;
Guangzhou Basto Glasses Co., Ltd.; Guangzhou
Ducibutt Apparel Co., Ltd.; Guangzhou Epenny
Clothing Firm; Guangzhou Hongcai Thermal
Transfer New Material Technology Co., Ltd.;
Guangzhou Honghengying Clothing Firm (sole
Proprietorship); Guangzhou Kunshuo
International Trade Co., Ltd.; Guangzhou Panyu
Zhongcun Jiashang Crafts Factory; Guangzhou
Rich Union Import And Export Trading Co., Ltd.;
Guangzhou Topwin Metal Accessories Ltd.;
Guangzhou U-Meking Trading Co., Ltd.;
Guangzhou V&S Clothing Co., Ltd.; Guangzhou
Yinier Clothing Firm; Guangzhou Yiyika Trading
Firm (sole Proprietorship); Guangzhou Yiyun
Clothing Co., Ltd.; Guangzhou Yonghong Arts &
Crafts Co., Ltd.; Guangzhou Youruiyuan Clothing
Firm; Guangzhou Youyishang Clothing Trading
Firm (sole Proprietorship); Guangzhou Yufan
Garment Trading Co., Ltd.; HAIDERIUM
APPARELS; Haikou Longhua Yisixin Trading
Firm; Hangzhou FashionPower I/t Co., Ltd.;
Hangzhou Owen Design Co., Ltd.; Hangzhou
Wonderful Textile Co., Ltd.; Hangzhou Yanning
Garment Co., Ltd.; Happy Garment Co., Ltd.;
HASH SPORTS MFG; Hc18262 Store; Hebei Deya
Trading Co., Ltd.; Henan Neoglobal Import And
Export Corp.; Houchun766 Store; I Love My
Forever Bright Store; Jcbasic Garment Accessories
(shanghai) Co., Limited; Jian 'ou Haimai Trade
Co., Ltd.; Jian'ou Xinghuang E-Commerce Co.,
Ltd.; Jian'ou Yuedong E-Commerce
Firm(Individual Business); Jiangmen Sanshun
Clothing Co., Ltd.; Jiangxi Earth Radius Industry
And Trade Co., Ltd.; Jianou Minbo Trade Co.,**

Ltd.; Jiaxing Chinger Garment Co., Ltd.; Jiaxing Supertec Apparel Co., Ltd.; Jinhua Wucheng Ixin Trading Firm; Jinjiang Fu Ji En Li Trade Corporation; Jiujiang Penghao Clothing Co., Ltd.; JoyMen Store; Just-DO-It Store; KHTANAS UNIFORM; KIT-N-FIT; LASARO INTERNATIONAL; Laumango Spin Exclusive Store; LEOCOR SPORTS; LEWK WEARS; liao patch3 Store; Lihui Import And Export Limited; LORD'S ENTERPRISES; LUCKY LUCK Store; Mavisia; MAXFIT ENTERPRISES; MI S LI High Quality women bag Store; Modern Family Decoration 16 Store; Nanjing CJ Labels Co., Ltd.; NANJING TRUEJOIN INTERNATIONAL TRADING CO., LTD; No.1FreeStyle Store; Oeteldonk Carnival Feestspecialist Store; Only-Super Quality Store; PGM Supplies Store; Pro Heat Transfers Store; Pro Patch Store; Pulaqi Official Store; Pulaqi Pro Patch Store; Qingdao Yuxin Aerospace Cap Co., Ltd.; Quanzhou City Fengze District Guci Trading Firm (Individual Business); Quanzhou Duocai Nianhua Clothing Co., Ltd.; Quanzhou Fengze District Bibi Department Store (individual Business); Quanzhou Fengze Siyang Clothing Firm; Quanzhou Luxuan Trading Company Ltd; Quanzhou Shangxu Garment Accessories Trading Co., Ltd.; Quanzhou Xinyangfu Garment Accessories Co., Ltd.; Shaoxing City Golden Choice Textile Co., Ltd.; Shenzhen Hexing Hatter Co., Ltd.; Shenzhen Hoyugo Fashion Co., Ltd.; Shenzhen Junhui Industry Technology Co., Ltd.; Shenzhen Seven Art Apparel Co., Ltd.; Shenzhen Xinming Industrial Co., Ltd.; Shijiazhuang Lingbo Trading Co., Ltd.; Shijiazhuang Shuoneng Import And Export Trading Co., Ltd.; Shishi Hengbo Hardware Factory (Individual Business); Shishi

Pandanuo Imp. Exp. Co., Ltd.; Shop1102186130 Store; Shop1102521705 Store; Shop1102910374 Store; Shop1103670207 Store; Shop1103698016 Store; Shop1103811441 Store; Shop1103853783 Store; Shop1103859848 Store; Shop1103918238 Store; Shop1103944348 Store; Shop1103950129 Store; Shop1104004112 Store; Shop1104053339 Store; Shop1104057755 Store; Shop1104062692 Store; Shop1104062829 Store; Shop1104071149 Store; Shop1104074340 Store; Shop1104080157 Store; Shop1104091214 Store; Shop1104095990 Store; Shop1104111814 Store; Shop1104165154 Store; SIAL APPAREL MFG; Signature Wears; STINACT ENTERPRISES; Stone Island Store; Suzhou Qianteng Garments Co., Ltd.; Taizhou Qiuyi Electronic Commerce Co., Ltd.; The Mafia Bad Boys League Store; THREAD & FEATHERS; TIDAL INDUSTRY; To Tao Store; TRAN SPORTS; URSPORTTECH Store; VITSUM SPORTS; WATZY SPORTS; WOLF IMPEX; Wuhan Runsen Cross-Border E-Commerce Co., Ltd.; Wuhan Sinicline Industry Co., Ltd.; Wujiang Tuoxin Textile Co., Ltd.; Xiamen Amsewing Clothing Co., Ltd.; Xiamen Dollarshon Industry&trade Co., Ltd.; Xiamen Infinite Element Technology Co., Ltd.; Xiamen Ousti Garment Co., Ltd.; Xiamen Poptrims Textile Co., Ltd.; Xiamen Shiguangmimi Electronic Commerce Co., Ltd.; Xiamen Tongan District Billion Ricks Department Store(Individual Business); Xingtai Xuxing Trading Co., Ltd.; xyfsxyfs4601 Store; Yancheng Fair Imp&Exp Trade Co., Ltd.; Yiwu Dexing Trading Co., Ltd.; Yiwu Diaodong Clothing Firm; Yiwu Guangshou E-Business Firm; Yiwu Hongyi Trading Co., Ltd.; Yiwu Jiaowei Trading Firm; Yiwu Jinfu Clothing Co., Ltd.; Yiwu Queran Clothing Co., Ltd.; Yiwu Yoka Import & Export

**Co., Ltd.; Yiwu Zanfeng Hat Factory;
Yuanpinganyu Clothing Store; yueduomoney
Store; Zhengzhou Huade Carpet Co., Ltd.;
Zhengzhou Zhimei Youpin Trading Co., Ltd.;
Zhongshan Cjwill Hardware Co., Ltd.; ZS
SPORTS TRADING CORPORATION; ZSGLDH
Official Store; and ZuoLiao Military Patch Official
Store,**

Defendants.

COMPLAINT

1) This is an action for trademark infringement in violation of 15 U.S.C. § 1114, false designation of origin and/or false endorsement in violation of 15 U.S.C. §1125(a), as well as common law trademark infringement and unfair competition.

2) This Court has subject matter jurisdiction over the Lanham Act claims pursuant to 15 U.S.C. § 1121. This Court has supplemental jurisdiction over the remaining common law claims pursuant to 28 U.S.C. § 1367.

3) This Court has personal jurisdiction over Defendants pursuant to Federal Rule of Civil Procedure 4(k)(2) because, on information and belief, no Defendant is subject to the jurisdiction of any state's court of general jurisdiction and exercising jurisdiction is consistent with the United States Constitution and laws.

4) Alternatively, this Court has personal jurisdiction over Defendants because Defendants, on information and belief, either transact business within Georgia or have committed a tortious injury within Georgia caused by an act or omission outside the state and regularly do or solicit business, or engage in other persistent courses of conduct, or derive substantial revenue from goods used or consumed in Georgia.

5) Venue is appropriate in this judicial district pursuant to 28 U.S.C. § 1391(b)(3).

THE PARTIES

6) Plaintiff Moncler S.p.A. (“Plaintiff”) is an Italian joint stock company with its principal place of business at Via Stendhal, 47 Milan, Italy I-20144.

7) On information and belief, Defendants AJWA IMPEX; AL BUROOJ IMPEX; AlexandriaX Store; All-in-One Store; AMAZING Fashion Store; ARTIST INDUSTRY; Beijing Divallino Garment Co., Ltd.; BERM GOODS; BETA INTERNATIONAL PRIVATE LIMITED; Broward Sports; Changsha Yangle Gift Co., Ltd.; CHINKARA WEARS; ChunMian Store; Dalian Suomeitesen International Trading Co., Ltd.; Dongguan Baohui Textile Technology Co., Ltd.; Dongguan Beijia Silicone Products Co., Ltd; Dongguan Ouna Clothing Co., Ltd.; Dongguan Ruike Industrial Co., Ltd.; Dongguan Topfly

Headwear&bag Co., Ltd.; Dongguan Tuozen Garment Co., Ltd.; Dongguan Wallon Plastic Product Limited; Dongguan Wuyousheng Clothing Co., Ltd.; Dongguan Xuchang Clothing Co., Ltd.; Dongguan Zhongxin Garment Accessories Co., Ltd.; Dream Kingdom Kids Store; Econex Sports; EDGE APPERAL; FALCON ATTIRE; FANTICA ENTERPRISES; FASHION ATTIRE; FIZAY ENTERPRISES; Foshan Ruiniu Clothing Co., Ltd.; Foshan Welldo New Material Technology Co., Ltd.; Fujian Goldwin Garment Co., Ltd.; Fuzhou Gulou District Luqi Electronic Products Firm; Fuzhou Taijiang District Celier International Trade Co., Ltd.; Fuzhou Vibbon Handicraft Co., Ltd.; Glamour House Store; GRACE IMPEX; GRAMPUS APPARELS; Guangdong Hongzhi Clothing Co., Ltd.; Guangdong Yuanchuang Accessories Co., Ltd.; Guangxi Sika Deer Sports Technology Co., Ltd; Guangzhou Basto Glasses Co., Ltd.; Guangzhou Ducibutt Apparel Co., Ltd.; Guangzhou Epenny Clothing Firm; Guangzhou Hongcai Thermal Transfer New Material Technology Co., Ltd.; Guangzhou Honghengying Clothing Firm (sole Proprietorship); Guangzhou Kunshuo International Trade Co., Ltd.; Guangzhou Panyu Zhongcun Jiashang Crafts Factory; Guangzhou Rich Union Import And Export Trading Co., Ltd.; Guangzhou Topwin Metal Accessories Ltd.; Guangzhou U-Meking Trading Co., Ltd.; Guangzhou V&S Clothing Co., Ltd.; Guangzhou Yinier Clothing Firm; Guangzhou Yiyika Trading

Firm (sole Proprietorship); Guangzhou Yiyun Clothing Co., Ltd.; Guangzhou Yonghong Arts & Crafts Co., Ltd.; Guangzhou Youruiyuan Clothing Firm; Guangzhou Youyishang Clothing Trading Firm (sole Proprietorship); Guangzhou Yufan Garment Trading Co., Ltd.; HAIDERIUM APPARELS; Haikou Longhua Yisixin Trading Firm; Hangzhou FashionPower I/t Co., Ltd.; Hangzhou Owen Design Co., Ltd.; Hangzhou Wonderful Textile Co., Ltd.; Hangzhou Yanning Garment Co., Ltd.; Happy Garment Co., Ltd.; HASH SPORTS MFG; Hc18262 Store; Hebei Deya Trading Co., Ltd.; Henan Neoglobal Import And Export Corp.; Houchun766 Store; I Love My Forever Bright Store; Jcbasic Garment Accessories (shanghai) Co., Limited; Jian 'ou Haimai Trade Co., Ltd.; Jian'ou Xinghuang E-Commerce Co., Ltd.; Jian'ou Yuedong E-Commerce Firm(Individual Business); Jiangmen Sanshun Clothing Co., Ltd.; Jiangxi Earth Radius Industry And Trade Co., Ltd.; Jianou Minbo Trade Co., Ltd.; Jiaxing Chinger Garment Co., Ltd.; Jiaxing Supertec Apparel Co., Ltd.; Jinhua Wucheng Ixin Trading Firm; Jinjiang Fu Ji En Li Trade Corporation; Jiujiang Penghao Clothing Co., Ltd.; JoyMen Store; Just-DO-It Store; KHTANAS UNIFORM; KIT-N-FIT; LASARO INTERNATIONAL; Laumango Spin Exclusive Store; LEOCOR SPORTS; LEWK WEARS; liao patch3 Store; Lihui Import And Export Limited; LORD'S ENTERPRISES; LUCKY LUCK Store; Mavisia; MAXFIT ENTERPRISES; MI S

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Technology Co., Ltd.; Xiamen Ousti Garment Co., Ltd.; Xiamen Poptrims Textile
Co., Ltd.; Xiamen Shiguangmimi Electronic Commerce Co., Ltd.; Xiamen Tongan
District Billion Ricks Department Store(Individual Business); Xingtai Xuxing
Trading Co., Ltd.; xyfsxyfs4601 Store; Yancheng Fair Imp&Exp Trade Co., Ltd.;
Yiwu Dexing Trading Co., Ltd.; Yiwu Diaodong Clothing Firm; Yiwu Guangshou
E-Business Firm; Yiwu Hongyi Trading Co., Ltd.; Yiwu Jiaowei Trading Firm;
Yiwu Jinfu Clothing Co., Ltd.; Yiwu Queran Clothing Co., Ltd; Yiwu Yoka Import

& Export Co., Ltd.; Yiwu Zanfeng Hat Factory; Yuanpinganyu Clothing Store; yueduomoney Store; Zhengzhou Huade Carpet Co., Ltd.; Zhengzhou Zhimei Youpin Trading Co., Ltd.; Zhongshan Cjwill Hardware Co., Ltd.; ZS SPORTS TRADING CORPORATION; ZSGLDH Official Store; and ZuoLiao Military Patch Official Store (“Defendants”) are foreign entities, associations, or individuals with unknown locations, all of whom advertise and sell a variety of goods through their virtual storefronts on various e-commerce marketplaces, such as Alibaba, AliExpress, Amazon, DHGate, eBay, Etsy, Joom, Printerval, Temu, Walmart, and Wish (each a “Marketplace” and collectively the “Marketplaces”).

8) Each Defendant is known to Plaintiff only by its unique Marketplace name and ID number.

RELEVANT FACTS

Plaintiff’s Trademarks

9) Plaintiff manufactures and distributes outdoor, apparel, footwear, luggage, accessories, and related goods under the well-known MONCLER and STONE ISLAND high-end fashion brands and owns all intellectual property rights related thereto.

10) Plaintiff owns numerous federal trademark registrations and common law rights for its valuable trademarks including, but not limited to, MONCLER,

MAYA, the stylized “bell” design, the stylized “letter M + rooster” design, STONE ISLAND, and the stylized “STONE ISLAND COMPASS” design (collectively, “Marks” or “Plaintiff’s Marks”). Each of Plaintiff’s Marks is valid and enforceable.

11) Attached hereto as Exhibit A are true and correct copies of federal certificates of registration for certain of Plaintiff’s Marks.

12) Plaintiff has used its Marks in commerce since as early as 1955 and has not abandoned any of the Marks.

13) As a result of Plaintiff’s extensive use of Plaintiff’s Marks in commerce, through sale of goods, offering for sale of goods, advertising, promotion, or otherwise, Plaintiff’s Marks have achieved considerable goodwill throughout the United States and the world.

14) On information and belief, each Defendant sells, offers for sale, distributes, and/or advertises goods to customers in the United States, including in this judicial district.

15) Each Defendant uses in commerce a reproduction, counterfeit, copy, or colorable imitation of one or more of Plaintiff’s Marks on or in connection with the sale, offer for sale, distribution, or advertising of goods on their respective virtual storefronts on the Marketplaces.

16) Plaintiff has captured screenshots of the infringing product listings at issue on the Marketplaces for each Defendant. Attached hereto as Exhibit B is a list of active URLs linking to the screenshots of all such product listings.

17) None of the Defendants is authorized to sell, offer for sale, distribute, or advertise any goods under or in connection with any of Plaintiff's Marks.

18) On information and belief, each Defendant: (a) sources infringing goods from one or more of the same suppliers or manufacturers who facilitate, instruct, and/or coordinate each of the Defendants' actions; (b) utilizes identical product descriptions (including identical grammar errors and misspellings), product images, sequences of product images, pricing structures, payment options, shipping information, keywords, metadata, and other indicia of purposeful relatedness; (c) operates multiple virtual storefronts within and across multiple Marketplaces; and (d) participates in on-line forums dedicated to avoiding or minimizing liability. Therefore, on information and belief, Defendants are working together to knowingly and willfully sell, offer for sale, distribute, or advertise infringing goods in the same transaction, occurrence, or series of transactions or occurrences.

COUNT I.

INFRINGEMENT OF A REGISTERED TRADEMARK
IN VIOLATION OF 15 U.S.C. § 1114

19) Paragraphs 1-18 are realleged and incorporated herein by reference.

20) Each Defendant is using in commerce one or more reproductions, counterfeits, copies, or colorable imitations of one or more of Plaintiff's Marks in connection with the sale, offering for sale, distribution, or advertising of goods in a manner that is likely to cause confusion, or to cause mistake, or to deceive as to the source or origin of each Defendant's goods.

21) Each Defendant's aforesaid actions are likely to cause damage and other irreparable injury to Plaintiff unless such actions are enjoined by this Court, Plaintiff having no adequate remedy at law.

22) Each Defendant's aforesaid actions constitutes an infringement of Plaintiff's rights in and to its federally registered Marks in violation of 15 U.S.C. § 1114.

23) After a reasonable opportunity for further investigation and discovery, it is likely the evidence will show that each Defendant's aforesaid acts have been and are being committed with knowledge of Plaintiff's Marks and knowledge that such acts are likely to cause confusion, or to cause mistake, or to deceive as to the source or origin of its goods. Each Defendant's acts are therefore intentional,

willful, and maliciously calculated to cause confusion, to cause mistake, or to deceive. As such, this is an exceptional case.

24) In accordance with 15 U.S.C. § 1117, Plaintiff is entitled to recover from each Defendant: (1) its profits, (2) any damages sustained by Plaintiff, and (3) the costs of the instant action. Further, based upon the nature of each Defendant's violation of Plaintiff's trademark rights, Plaintiff is entitled to recover reasonable attorney's fees, treble damages, and/or enhanced profits.

25) Plaintiff is further entitled to an award of three times its damages or profits from each Defendant found to be intentionally using a counterfeit mark, pursuant to 15 U.S.C. § 1117(b).

26) Alternatively, Plaintiff is entitled to an award of statutory damages of not less than \$1,000 or more than \$2,000,000 per counterfeit mark per type of good sold or offered for sale pursuant to 15 U.S.C. § 1117(c).

27) Plaintiff has been and will continue to be irreparably damaged by each Defendant's aforesaid acts unless Defendants are preliminarily and permanently enjoined by this Court, Plaintiff having no adequate remedy at law.

COUNT II.

FALSE DESIGNATION OF ORIGIN AND/OR FALSE ENDORSEMENT IN VIOLATION OF 15 U.S.C. § 1125(a)

28) Paragraphs 1-18 are realleged and incorporated herein by reference.

29) Each Defendant is using in commerce a word, term, name, symbol, or device, or a combination thereof, or a false designation of origin, false or misleading description of fact, or false or misleading representation of fact on or in connection with its goods in a manner that is likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of each Defendant with Plaintiff, or as to the origin, sponsorship, or approval of each Defendant's goods or commercial activities by Plaintiff.

30) After a reasonable opportunity for further investigation and discovery, it is likely the evidence will show that each Defendant's aforesaid acts have been and are being committed with knowledge of Plaintiff's Marks and knowledge that such acts are likely to cause confusion, or to cause mistake, or to deceive as to the affiliation, connection, or association of each Defendant with Plaintiff, or as to the origin, sponsorship, or approval of each Defendant's goods or commercial activities by Plaintiff. Each Defendant's acts are therefore intentional, willful, and maliciously calculated to cause confusion, to cause mistake, or to deceive. As such, this is an exceptional case.

31) Defendants' acts constitute false designation of origin and/or false endorsement in violation of 15 U.S.C. § 1125(a).

32) In accordance with 15 U.S.C. § 1117, Plaintiff is entitled to recover from each Defendant: (1) its profits, (2) any damages sustained by Plaintiff, and (3) the costs of the instant action. Further, based upon the nature of each Defendant's violation of Plaintiff's trademark rights, Plaintiff is entitled to recover reasonable attorney's fees, treble damages, and/or enhanced profits.

33) Plaintiff has been and will continue to be irreparably damaged by each Defendant's aforesaid acts unless Defendants are preliminarily and permanently enjoined by this Court, Plaintiff having no adequate remedy at law.

COUNT III.

COMMON LAW TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION

34) Paragraphs 1-18 are realleged and incorporated herein by reference.

35) Each Defendant's use of one or more marks that is confusingly similar to one or more of Plaintiff's Marks, in connection with goods which are the same as or are competitive with Plaintiff's goods, is likely to cause confusion, to cause mistake, and to deceive as to the source or origin of its goods.

36) Each Defendant is offering its goods for sale with full knowledge of Plaintiff's Marks.

37) Each Defendant has promoted and offered for sale its goods in such a manner as to suggest an association, affiliation, or sponsorship with, or approval by

Plaintiff, or so as to cause, or be likely to cause, confusion or mistake among purchasers as to the origin or sponsorship of Plaintiff's or Defendants' goods, all to Defendants' profit and to Plaintiff's damage.

38) Plaintiff is entitled to recover from each Defendant actual and compensatory damages in an amount to be proven at trial in addition to any other available remedies.

39) Each Defendant's aforesaid conduct constitutes infringement of Plaintiff's common law rights in and to Plaintiff's Marks and further constitutes common law unfair competition, all of which has irreparably damaged and/or will irreparably damage Plaintiff, together with its goodwill and reputation, unless Defendants are enjoined and restrained by this Court, Plaintiff having no adequate remedy at law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for a judgment of the Court as follows:

1) That Defendants, and those persons in active concert or participation with Defendants, be preliminarily and permanently enjoined and restrained from advertising, offering for sale, or selling any goods under or in connection with Plaintiff's Marks or any other designation, trademark, or service mark that is likely

to cause confusion, mistake, or deception as to the source or sponsorship of Plaintiff's or Defendants' goods, or from otherwise infringing Plaintiff's Marks;

2) That an accounting be conducted and judgment be rendered against each Defendant for:

a) all profits received by each Defendant from the sale of goods under or in connection with Plaintiff's Marks in the United States;

b) all damages in an amount proven at trial from, *inter alia*, each Defendant's trademark infringement, false designation of origin, and false endorsement, pursuant to 15 U.S.C. § 1117; and

c) any other actual and compensatory damages in an amount not presently known but to be computed during the pendency of this action.

3) That any damages assessed against any Defendant for trademark infringement, false designation of origin, and/or false endorsement be trebled as provided by 15 U.S.C. § 1117, and any profits be enhanced as warranted;

4) Alternatively, that Plaintiff be awarded statutory damages from each Defendant found to be using a counterfeit mark of no less than \$1,000 and no more than \$2,000,000 per mark per type of good sold;

5) That each Defendant be directed to file with the Court and serve upon Plaintiff, no later than thirty (30) days after the issuance of an injunction, a report

in writing and under oath, setting forth in detail the manner and form in which each has complied with the injunctions requested in the immediately preceding paragraphs and any other provision of this Court's Order;

6) That Plaintiff have and recover its costs in this suit, including but not limited to reasonable attorney's fees and expenses; and

7) That Plaintiff have such other and further relief as this Court may deem just and proper.

JURY DEMAND

Plaintiff demands a trial by jury of all issues so triable.

Dated: September 26, 2024.

Respectfully submitted,

THE SLADKUS LAW GROUP

s/Carrie A. Hanlon

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